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**Exhibit A**

MINOR LEAGUE PLAYERS PENSION PLAN

SUMMARY PLAN DESCRIPTION

MINOR LEAGUE PLAYERS EMPLOYED ON OR AFTER JANUARY 1, 2008

This booklet describes the plan as in effect on January 1, 2013

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CONFIDENTIAL

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### *Introduction of Important Terms*

These terms are further defined in the summary plan description (“SPD”) but are introduced here to aid understanding of the SPD.

“*Plan Administrator*” means the Pension Committee of the Office of the Commissioner of Baseball or an individual or entity it designates.

“*Baseball Service*” is the time you are employed with all Major League Baseball clubs and affiliated organizations. It also includes service with Major League Baseball’s central offices. You need Baseball Service to be eligible to participate in the Plan and to have your benefit vest.

“*Club Service*” will be determined based on the Club roster you are on as of August 1st of any given year (other than as a major league player or player covered by a collective bargaining agreement). This means if you are on a Club’s minor league roster on August 1st, you receive one Year of Club Service for that year.

“*NUPP*” is the Major League Baseball Pension Plan for Non-Uniformed Personnel. The pension benefits for the minor league players were frozen under this plan effective December 31, 2007.

“*Plan Year*” shall begin on January 1 and end December 31 of each year.

“*Twins Pension Plan*” is the Minnesota Twins Pension Plan. The pension benefits for the minor league players were frozen under this plan effective December 31, 2007.

**INTRODUCTION{ TC \ "I" }**

The Office of the Commissioner of Major League Baseball (the “Office of the Commissioner”) sponsors a multiple employer pension plan, the Minor League Players Pension Plan (the “Plan”), to provide pension benefits to eligible minor league players employed on or after January 1, 2008 with any Club affiliated with Major League Baseball (a “Club”).

The Plan is a defined benefit plan that helps you provide for your retirement. This means that the benefit you receive at the time of distribution will be based on a predetermined benefit amount, rather than the value of an individual account. If you qualify, you will receive a benefit from the Plan. The benefit provided under the Plan is provided entirely by contributions made by the Clubs. You are not required or permitted to contribute to the Plan.

This booklet is a summary plan description (“SPD”) of the Plan, and is intended to provide you with a general understanding of how the Plan operates, including how to determine whether you are eligible to participate in the Plan, how much you will receive as a benefit under the Plan, the type of payment you can choose, and when your benefit will begin.

The SPD does not contain all of the terms and conditions of the Plan. The detailed Plan provisions are contained in an official plan document. **If there is any conflict between the SPD and the Plan document, the Plan document will control.**

This SPD has been prepared for eligible minor league players.

**PARTICIPATION{ TC \ "I" }*****Eligibility***

To be eligible to participate in the Plan, you must be at least 21 years old with at least one year of Baseball Service. You must be a minor league player for a Club in the U.S. or Canada, and you must not otherwise be excluded from participation.

You are **not** eligible to participate in the Plan if one or more of the following exclusions apply to you:

- you are compensated on a per-day or per-game basis;
- you are covered by the Major League Baseball Players Benefit Plan;
- you are covered by a collective bargaining agreement (unless the collective bargaining agreement specifically provides for your participation in the Plan);
- you have an ownership interest in one of the Clubs or a baseball-related affiliate as a self-employed partner or proprietor or a shareholder-employee of a small business;
- you are a non-resident alien of the U.S. and received no U.S. source earned income from the Clubs or a baseball-related affiliate during the Plan Year; or

- you are employed substantially full-time in Canada.

### ***When Participation Begins***

You will become a participant in the Plan on the first day of the month coincident with or next following the month in which you have satisfied the eligibility requirements described above.

### **YOUR BENEFIT UNDER THE PLAN{ TC V "I"}**

In general, you will earn a benefit each year that you are a minor league player for a Club, once you have satisfied the Plan's participation requirements. Your benefit will be calculated based on:

- the number of seasons you are on a minor league roster – this is called "Club Service;"
- what minor league level you are on as of August 1st in a given year, excluding any August 1st that you are on a 40-man roster; and
- the amount of the benefit, if any, you earned under the NUPP and/or the Twins Pension Plan.

Keep in mind that you will not be able to determine the amount of your pension exactly until you are no longer a baseball player.

Your monthly benefit is calculated based on the following formula:

### **Club Service Benefit + NUPP Benefit + Twins Pension Plan Benefit**

Explanations of *Club Service Benefit*, *NUPP Benefit* and *Other Pension Plan Benefits* follow in the next few sections.

### ***Club Service Benefit***

Your Club Service Benefit, accrued on or after January 1, 2008, is calculated based on the number of seasons you are employed by a Club in an applicable league (*i.e.*, AAA, AA, A or lower) pursuant to the formula set forth below. You will earn one year of Club Service for the applicable Plan Year if you are on a non-40-man minor league roster of a Club as of August 1st for that Plan Year. The amount of your Club Service Benefit for that Plan Year will depend on the level with which your roster spot is associated on August 1st of the Plan Year. For example, if you are on a AAA roster on August 1st of the Plan Year, but are transferred August 15 to AA, your Club Service Benefit for that year will be determined according to the formula applicable for a AAA player.

<b>Minor League Level on August 1st</b> <b>(excluding any August 1st that you</b> <b>are on the 40-man roster)</b>	<b>Formula</b>
AAA	\$22 per month x Years of Club Service with AAA
AA	\$18 per month x Years of Club Service with AA
A or lower	\$14 per month x Years of Club Service with A or lower

**Example:** If you have three Years of Club Service with a AAA Club and two years of Club Service with a AA Club, your monthly benefit will be \$102 for your lifetime. This means the Plan will pay you a monthly benefit of \$102 starting at age 65 for the rest of your life.

AAA:  $\$22 \times 3$  years of Club Service = \$66

AA:  $\$18 \times 2$  years of Club Service = \$36

Total: \$102 per month for life beginning at age 65

Breaks in Service may affect your Club Service. See the section entitled “*Breaks in Service*” later in this booklet for additional explanation.

### ***NUPP Benefit***

If you previously earned a benefit under the NUPP, your benefit accrued under the NUPP, as of December 31, 2007, will be added to the benefit you will accrue under this Plan. If you did not have a benefit under the NUPP this amount will be \$0. To determine how your accrued benefit under the NUPP was calculated, please refer to the NUPP summary plan description for your Club or contact the Plan Administrator.

### ***Twins Pension Plan Benefit***

If you previously earned a benefit under the Twins Pension Plan, your benefit accrued under the Twins Pension Plan, as of December 31, 2007, will be added to the benefit you will accrue under this Plan. If you did not have a benefit under the Twins Pension Plan, this amount will be \$0. To determine how your accrued benefit under the Twins Pension Plan was calculated, please refer to the Twins Pension Plan summary plan description or contact the Plan Administrator.

***Other Plan Benefit***

Any benefit you earned while a participant in a plan sponsored by the Milwaukee Brewers or the Texas Rangers will not be included in your monthly benefit under the Plan.

**VESTING{ TC \ "I" }**

Your benefit in the Plan will be 100% vested after you have five years of Baseball Service. If you are not 100% vested when you terminate Baseball Service you will forfeit your benefit and you will not receive a benefit under the Plan. You must be on a roster for at least one day in each of six separate months in a year from March through September in order to earn one year of Baseball Service.

***Breaks in Service***

The following special rules generally apply if you have certain interruptions in your Baseball Service before you become 100% vested. A *Break in Service* is defined as a Plan Year in which you earn less than 501 hours of Baseball Service in a Plan Year.

If you incur a Break in Service before you are vested in your benefit, and then return to Baseball Service as a minor league player after your Break in Service, the pre break service will be restored provided the Break in Service is less than five years. If the Break in Service is five years or greater, you lose the pre break service for purposes of eligibility, vesting and calculating your benefit. If you are on a leave of absence that is authorized by the baseball-related entity employing you (such as a leave of absence due to birth or adoption of a child, a leave of absence under the Family Medical Leave Act of 1993 or a leave of absence due to military leave), the period that you are on the authorized leave will not be considered a Break in Service. Please note that the Plan Years and Months that comprise the Break in Service also do **not** count as service for purposes of determining Baseball Service.

**DISTRIBUTIONS UPON RETIREMENT OR TERMINATION OF EMPLOYMENT{ TC \ "I" }*****When Your Benefit Is Paid***

Because the Plan is designed to provide financial assistance during your retirement, benefits under the Plan are not payable to you while you are employed as a player. If you are vested when you end your Baseball Service, you can:

- Leave your benefit in the Plan and receive it at a later date as determined in accordance with the Plan,
- Take an immediate payment, or
- If you elect a lump sum distribution, roll it directly into an IRA, another employer's qualified plan, an annuity contract under Section 403(b) of the Internal Revenue Code, an

eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code, or a Roth IRA that accepts rollovers.

Please note that you will need to submit a properly completed application form to the Plan Administrator when you are ready to begin receiving your benefit.

- When you finish your career as a player, the Plan Administrator will calculate the amount of your vested benefit. Under the Plan you have several forms of payment from which to choose when it is time to receive your benefit. You may choose to receive your benefit in the form of a monthly annuity or you may choose a lump sum payment. A lump sum payment is the present value of your benefit distributed to you as a single payment, with no further payments to come. Regardless of the amount of your benefit, you can elect to receive your total benefit as a lump sum. Please note that if the amount of your benefit is less than \$1,000, you are required to receive your benefit as a lump sum payment. Also, if you are married, you will need spousal consent to elect a lump sum payment option if the lump sum payment option exceeds \$5,000.
- If you stop working as a player when you are vested and wish to receive a monthly annuity you can start your benefit at any point after you terminate. If you choose to commence your benefit prior to age 65, your benefit will be reduced as follows:
  1. Early Retirement Benefit: If you have at least 10 years of Baseball Service and begin your benefit at age 55 or older, your benefits will be reduced as demonstrated in the chart below.
  2. Vested Terminated Benefit: If you have at least five years of Baseball Service, but less than 10 years, and you begin your benefit before you reach age 55, your benefits will be actuarially reduced from age 65 to your benefit commencement date.

If you qualify for an Early Retirement Benefit as indicated above, the following chart indicates how much your early retirement benefit will be if you have accrued a \$400 per month benefit at age 65, but begin collecting your benefit earlier:

<b>AGE</b>	<b>PERCENT OF BENEFIT AT EARLY RETIREMENT</b>	<b>EARLY RETIREMENT PENSION</b>
55	45%	\$180
56	49%	\$196
57	53%	\$212
58	57%	\$228



59	61%	\$244
60	65%	\$260
61	72%	\$288
62	79%	\$316
63	86%	\$344
64	93%	\$372
65	100%	\$400

- Special reduction factors may apply to your benefit accrued prior to January 1, 2008, depending upon the terms of your prior plan. Please contact the Plan Administrator for additional information. If payment of your benefit commences after you attain age 65, your benefit will equal the greater of (i) your benefit payable as of your benefit commencement date or (ii) your benefit payable as of the first day of the month coincident with or immediately following your 65th birthday, actuarially increased for each full month between such date and the date your benefit actually commences, during which your benefit was not suspended. In lieu of receiving an actuarial increase described in clause (ii), you or your surviving spouse, if applicable, may elect to receive your benefit retroactive to (and determined as of) the date you attained age 65 (a “Retroactive Annuity Starting Date”). The amount of your benefit attributable to the time between your Retroactive Annuity Starting Date and the time you begin receiving your benefit will be paid as a lump sum and adjusted for interest, provided your benefit was not suspended. If you are married and you choose to receive a lump sum payment rather than an actuarial increase of your benefit, you must obtain proper spousal consent of your election.

Special rules may apply if you are re-employed in Baseball Service after your pension begins or if you have previously received a distribution of your benefit under this Plan.

If you have not applied for your retirement benefit by age 70½, the Plan will calculate and distribute your benefit no later than the April 1 following the year in which you turn 70½, even if you have not stopped working as a minor league player.

***Remember to notify the Committee if you have a change of address. If the Committee is unable to locate you within five years of your benefit becoming payable, you will forfeit your benefit.*** If you later appear to claim your benefit, any such forfeiture will be restored.

#### ***How Your Benefit is Paid – Basic Forms***

Generally, there are three basic ways that your vested benefit can be paid depending on whether you are married at the time you start receiving your benefit.

- Single Life Annuity. If you are not married when you begin receiving your benefit, then the basic form for the payment of your benefit is equal monthly payments to you for your life ending upon your death.
- 50% Qualified Joint and Survivor Annuity. If you are married when you begin receiving your benefit, then the basic form for the payment of your benefit is equal monthly payments to you for your life and after your death to your spouse for your spouse's life. Upon your death, your surviving spouse, if any, will receive 50% of the monthly benefit that was paid to you for the remainder of your spouse's lifetime. The payments after your death will be made only to the person to whom you are married when the payment of your benefit begins. The amount of monthly benefits payable to you and your spouse will be actuarially determined based on you and your spouse's life expectancies and the benefit that you have earned under the Plan. You can waive this joint and survivor benefit and select an optional form described below if, before you begin to receive payment, your spouse signs an irrevocable written consent on a form provided by (and in a manner approved by) the Plan Administrator.
- One-Time Lump Sum Distribution of Small Benefit. If the present value of your accrued benefit is \$1,000 or less when you are no longer employed as a player, you may be required to take a lump sum payment.

#### ***How Your Benefit is Paid – Optional Forms***

Instead of having your benefit paid in the basic forms described above, you may elect one of the following optional forms of distribution:

<b><u>Single Participants</u></b>	<b><u>Married Participants</u></b>
<ul style="list-style-type: none"> <li>• <u>50%, 75% or 100% Survivor Annuity</u> Payments to you for your life, with either 50%, 75% or 100% continuing to a named beneficiary selected by you, after you die.</li> <li>• <u>10 Year Certain</u> Payments to you for your life, but for not less than ten years – if you die before receiving payments for ten years, the remaining payments will be paid to your beneficiary.</li> <li>• <u>Lump Sum Payment</u> A one-time lump sum payment to you of the present value of your accrued benefit.</li> </ul>	<ul style="list-style-type: none"> <li>• <u>75% or 100% Survivor Annuity</u> Payments to you for your life, with either 75% or 100% continuing to your spouse, or someone other than your spouse (with your spouse's consent), after you die.</li> <li>• <u>10 Year Certain</u> With your spouse's consent, payments to you for your life, but for not less than ten years. If you die before receiving payments for ten years, the remaining payments will be paid to your spouse or other named beneficiary.</li> <li>• <u>Single-Life Annuity</u> With your spouse's consent, payments to you for your life, with no payments</li> </ul>

	<p>to your spouse after your death.</p> <ul style="list-style-type: none"> <li>• <b><u>Lump Sum Payment</u></b> With your spouse's consent, a one-time lump sum payment to you of the present value of your accrued benefit. However, if the present value of your accrued benefit is less than \$5,000, no spousal consent is required.</li> </ul>
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The amount of your monthly benefit under each of these options may be different, but each option will have the same total value (known as "actuarial value") – taking into account how long the payments are expected to continue based on the life expectancies of the individuals involved. Additional optional forms of benefits may be available based on the terms of your prior plan. Please check with the Plan Administrator for additional information.

### **DISTRIBUTIONS AFTER DEATH**

#### ***Special Death Benefit for Your Spouse or Non-Spouse Beneficiary***

If you are vested and die before you begin to receive benefits under the Plan, your spouse is entitled to a special death benefit. If you are unmarried and you elected to have benefits paid to a particular beneficiary or beneficiaries, then your named beneficiary or beneficiaries will receive a benefit under the Plan. If the present value of the pension is \$1,000 or less, your spouse or beneficiary will be required to receive the benefit in a lump sum cash payment. If the present value of your benefit is more than \$1,000, then your spouse or beneficiary has two options. Your spouse or beneficiary can either:

- receive the benefit in a one-time lump sum payment; or
- receive a monthly payment for life (see chart below).

If the present value of your benefit is more than \$1,000, and your spouse or beneficiary does not elect to receive a one-time lump sum payment, payment may be delayed until you would have reached your earliest retirement age. The chart below describes when your spouse or beneficiary can start receiving a monthly annuity following your death:

<b>If your beneficiary is a:</b>	<b>And your age at the time of your death is:</b>	<b>Payment to your beneficiary will begin:</b>
Spouse	Younger than age 55	1st of the month coincident with or next following the month you would have turned 55, or any subsequent month not later than the

		date you would have turned 65
Non-Spouse Beneficiary	Younger than age 55	December 31st of the calendar year following the calendar year of your death
Spouse	Age 55 or older	1st of the any month subsequent to your death, but not later than the date you would have turned 65
Non-Spouse Beneficiary	Age 55 or older	1st of the month coincident with or next following your death

If your spouse or beneficiary starts receiving a monthly annuity before the date that you would have reached your 65th birthday, the same reduction factors that would have applied to you if you started receiving your benefit on your date of death as described in the section entitled *"When your Benefit is Paid"* will apply. If your spouse fails to elect a distribution in a timely manner, the Plan will start the monthly annuity on the April 1st following the year you would have been 70½. The special death benefit for your spouse or beneficiary is based on a joint and 50% survivor annuity.

If you are married, your spouse is automatically your beneficiary and you do not need to complete a beneficiary designation form. If you marry after having designated a beneficiary or beneficiaries, that designation automatically expires and your spouse automatically becomes your beneficiary. In addition, your spouse cannot waive her right to be your beneficiary for the special death benefit.

If you are unmarried and elect to have a death benefit paid to one or more beneficiaries, you must complete and return to your employer a beneficiary designation form that will be provided to you (upon your request) concerning this benefit. In addition, the beneficiary that you designate must be an individual or individuals. You can revoke your designation at any time.

If you have not returned a new designation to your employer by the time of your death, if the beneficiary(ies) on file have died, or if you and your spouse die simultaneously, you will be deemed to have selected the following as your beneficiary(ies): (i) if you have no spouse, your lineal descendants, per stirpes; (ii) if you have no spouse or lineal descendants, your parents equally; and (iii) if you have no spouse, no lineal descendants and no parents, your estate. Also, please be advised that if your beneficiary dies before you (or, where you have more than one designated beneficiary, all of your beneficiaries die before you), you should contact your employer in order to designate a new beneficiary or beneficiaries.

**CLAIMS PROCEDURES**{ TC \ "1" }***Filing a Claim for Benefits***

You must file a written claim for benefits before you can receive benefits under the Plan. You can obtain a claim form from the Plan Administrator.

If your request, or your beneficiary's request, for a distribution of your benefits is denied, you are entitled to a full review of your claim by the Plan Administrator. The steps in the review process are outlined below.

***If Your Claim for Benefits Is Denied***

If your request for Plan benefits is denied in whole or in part, you will be notified of the denial, in writing, within 90 days after your claim is received. In some cases, the Plan Administrator may require up to an additional 90 days to process your claim. If so, you will be notified prior to the end of the original 90 days and the extension may not exceed a total of 180 days from the date your claim was originally filed. Any notice of denial will include the specific reasons for the denial and references to relevant Plan provisions on which the denial was based.

Within 60 days after receiving notice of the denial, you or your authorized representative may request an appeal by filing a written request to the Plan Administrator. In your letter, state the reason why you believe the claim should not have been denied, and include any other documents, data or comments that may have a bearing on your claim. You may also review any pertinent Plan documents.

Your claim will be given a full and fair review. You will be sent written notification of the results of the review and the basis for those results within 60 days. If special circumstances, such as the need to hold a hearing, warrant an extension, then you will be notified that an extension is necessary prior to the end of the original 60 days and the decision will be made no more than 120 days after your request for an appeal is received. Benefits will be paid only if the Plan Administrator determines, in its discretion, that you or your beneficiary is entitled to them.

In the unlikely event that you wish to bring a legal claim against the Plan, you must first complete the Plan's appeal process. All legal claims must be brought no later than 12 months following the earliest of: (1) the Committee's decision on your appeal; (2) your failure to provide any necessary information to the Committee; or (3) the date that benefit payments begin.

**ADDITIONAL INFORMATION**{ TC \ "1" }***Terminating or Amending the Plan***

The Office of the Commissioner of Baseball may amend or terminate the Plan at any time. The Office of the Commissioner of Baseball has the right to merge or consolidate the Plan with another plan. In addition, each Club has the right to terminate its own participation in the Plan at any time. If the Office of the Commissioner of Baseball terminates the Plan or a Club terminates its participation in the Plan, affected participants will automatically fully vest in their benefits to the extent funded, as of the date the Plan is terminated.

Upon termination of the Plan, the Plan Administrator will allocate the assets of the trust fund that are available to provide benefits among the applicable participants and former participants and their beneficiaries. To the extent that there are assets remaining in the trust fund after all accrued benefits have been paid, they will be returned to the Office of the Commissioner of Baseball. If, however, such assets are insufficient to pay all accrued benefits, the assets will be distributed in the manner set forth in Section 4044 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

### ***Military Service***

If you return to work after a period of military service, you will be eligible for retroactive service credit under the Plan for your period of military service in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), provided your military service is "qualified military service" under USERRA and you have reported back to work within the prescribed time period under USERRA. If you die while in "qualified military service," you will be treated as if you had resumed employment on the day before your death for purposes of determining the amount of any additional benefits (other than benefit accruals) that would otherwise have been provided to you or your spouse or beneficiary. Please contact the Plan Administrator if you expect to be absent from work on account of military service.

### ***Assignment or Alienation of Plan Benefits***

No benefit under the Plan may be assigned or pledged as collateral or security for a loan nor may any benefit be subject to your debts or to other legal obligations. There is, however, an exception to this rule. The Plan Administrator may be required by law to recognize obligations you incur as a result of a court-ordered property settlement, child support, alimony payments, or certain federal tax liens or levies. The Plan Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that provides for a property settlement in connection with a divorce or separation, that obligates you to pay child support or alimony, or otherwise allocates a portion of your benefit under the Plan to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Plan administrator, all or a portion of your benefits may be used to satisfy the obligation. The Plan Administrator will determine the validity of any domestic relations order it receives in accordance with established procedures. You may obtain a copy of these procedures at no charge from the Plan Administrator.

### ***Decisionmaking Authority with Respect to the Plan***

The Plan Administrator has complete discretion, authority, and control regarding the administration, interpretation and application of the written terms of the Plan (for example, to determine if a person has satisfied the requirements for participation or if a participant is eligible for benefits).

### ***"Top-Heavy" Plan Provisions***

The Plan contains provisions that take effect if it becomes "top-heavy." Generally, a "top-heavy" plan is one in which more than 60% of total accrued benefits under the Plan are attributable to "key" employees. In general, "key" employees are certain officers, shareholders,

and highly-paid employees of an employer and its subsidiaries and divisions. When a plan is top-heavy, a minimum contribution may be made on behalf of certain non-key employees who are eligible to participate in the Plan. At this time, the Plan is not top-heavy.

### ***Plan Funding***

Benefits under the Plan are funded by actuarially determined periodic contributions from participating employers. Each year you will receive a notice describing the Plan's funding. If the Plan's funding falls below a certain level, your ability to take a lump sum distribution or accrue additional benefits may be limited. You will be notified in advance of any such benefit restrictions.

### ***Limitations on Your Rights Under the Plan***

The Plan does not give any person the right to remain an employee of the Club or the baseball-related entity employing you. It creates only those rights specifically provided in the Plan.

### ***Certain Federal Income Tax Consequences***

The Internal Revenue Service ("IRS") requires that the Plan Administrator withhold Federal income tax on amounts you or your beneficiaries receive as distributions. In addition, the IRS may impose penalties on "early" distributions. **Because the tax laws are complicated and subject to change, we recommend that you consult a professional tax advisor before taking a distribution from the Plan.**

### **REQUIRED LEGAL DISCLOSURE{ TC 11 "I" }**

The government requires the Plan Administrator to provide you with the following additional information about the Plan:

1. ***Plan Name.*** The name of the Plan is the Minor League Players Pension Plan.
2. ***Employer Sponsoring the Plan.*** The organization sponsoring the Plan is the Office of the Commissioner of Baseball, and its address and telephone number are listed on the inside front cover of this SPD.
3. ***Employer Identification Number and Plan Number.*** The Office of the Commissioner of Baseball's employer identification number is 13-1665347 and the Plan number 010.
4. ***Type of Plan; Administration; Trustee.*** The Plan is a defined benefit pension plan. The Plan assets are held by one or more trustees, which may be designated from time to time by the Pension Committee. The current Trustee is:

US Bank  
Institutional Trust & Custody  
CN-OH 5WEB



425 Walnut Street  
Cincinnati, OH 45202  
(513) 632-4272

5. **Plan Administrator.** The Plan Administrator is the Pension Committee, and the address of the Plan Administrator is:

Pension Committee  
Office of the Commissioner of Baseball  
245 Park Avenue, 34th Floor  
New York, NY 10167  
212-931-7800

6. **Agent for Service.** The agent for service of legal process is:

Pension Committee  
Office of the Commissioner of Baseball  
245 Park Avenue, 34th Floor  
New York, NY 10167

Service of legal process may also be made on the Plan Administrator.

7. **Funding Medium.** The Clubs and baseball-related affiliates make contributions to the Plan, which are actuarially determined. Benefits under the Plan are paid out of funds held by the Trustee.

8. **Benefit Forms.** In order to receive benefits from the Plan and to elect or revoke Plan payment forms, you or your beneficiary must file the appropriate form with the Plan Administrator. Forms are available from the Plan Administrator.

9. **Plan's Fiscal Year.** For purposes of maintaining the Plan's fiscal records, the Plan Year ends on December 31.

10. **Your ERISA Rights.** As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants are entitled to:

**Receive Information About Your Plan and Benefits**

- Examine, without charge, at the Plan Administrator's office and at any other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and



collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries," have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

### **Enforcement of Your Rights**

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications office of the Employee Benefits Security Administration.

**11. Pension Benefit Guaranty Corporation.** Your pension benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (“PBGC”), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under the Plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (i) Normal and early retirement benefits; and (ii) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (i) Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (ii) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the time the Plan terminates; (iii) benefits that are not vested because you have not worked long enough for the Office of the Commissioner; (iv) benefits for which you have not met all of the requirements at the time the Plan terminates; (v) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan’s normal retirement age; and (vi) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain portions of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC’s Technical Assistance Division, 1200 K Street NW, Suite 930, Washington, DC 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC’s pension insurance program is available through the PBGC’s website on the Internet at <http://www.pbgc.gov>.

**NOTES**